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8  
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10 UNITED STATES DISTRICT COURT  
11  
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA, ) CR No. 06-530 (A) -SJO  
14 )  
Plaintiff, ) PLEA AGREEMENT FOR DEFENDANT  
15 ) GREG WONG  
v. )  
16 )  
JULIE DIAZ, and GREG WONG, )  
17 )  
Defendants. )  
18 )  
19

20 1. This constitutes the plea agreement between Greg Wong  
21 ("defendant") and the United States Attorney's Office for the  
22 Central District of California ("the USAO") in the above-  
23 captioned case. This agreement is limited to the USAO and cannot  
24 bind any other federal, state or local prosecuting,  
25 administrative or regulatory authorities.

26 PLEA

27 2. Defendant agrees to plead guilty to Defendant agrees to  
28 plead guilty to count one of the First Superseding Indictment in

1 United States v. Julie Diaz, et al., CR 06-530(A)-SJO.

2 NATURE OF THE OFFENSE

3 3. In order for defendant to be guilty of conspiracy to  
4 commit education funding fraud involving an amount in excess of  
5 \$200, in violation of 18 U.S.C. § 371 and 20 U.S.C. § 1097(a),  
6 the following must be true: (1) There was agreement between two  
7 or more persons to commit education funding fraud involving an  
8 amount in excess of \$200, in violation of 20 U.S.C. § 1097(a);  
9 (2) defendant became a member of the conspiracy knowing of at  
10 least one of its objects and intending to help accomplish it; and  
11 (3) one of the members of the conspiracy performed at least one  
12 overt act for the purpose of carrying out the conspiracy. In  
13 order for there to be a violation of 20 U.S.C. § 1097(a), the  
14 following must be true: (1) A person knowingly and willfully  
15 embezzled, misapplied, stole, or obtained from the United States  
16 Department of Education educational grant funds with a value of  
17 over \$200; and (2) the person did so by fraud, false statement,  
18 or forgery. Defendant admits that defendant is, in fact, guilty  
19 of this offense as described in count one of the First  
20 Superseding Indictment.

21 PENALTIES AND RESTITUTION

22 4. The statutory maximum sentence that the Court can impose  
23 for a violation of 18 U.S.C. § 371 is: five years imprisonment; a  
24 three-year period of supervised release; a fine of \$250,000 or  
25 twice the gross gain or gross loss resulting from the offense,  
26 whichever is greatest; and a mandatory special assessment of

1 \$100.

2 5. Supervised release is a period of time following  
3 imprisonment during which defendant will be subject to various  
4 restrictions and requirements. Defendant understands that if  
5 defendant violates one or more of the conditions of any  
6 supervised release imposed, defendant may be returned to prison  
7 for all or part of the term of supervised release, which could  
8 result in defendant serving a total term of imprisonment greater  
9 than the statutory maximum stated above.

10 6. Defendant also understands that, by pleading guilty,  
11 defendant may be giving up valuable government benefits and  
12 valuable civic rights, such as the right to vote, the right to  
13 possess a firearm, the right to hold office, and the right to  
14 serve on a jury.

15 7. Defendant further understands that the conviction in  
16 this case may subject defendant to various collateral  
17 consequences, including but not limited to, deportation,  
18 revocation of probation, parole, or supervised release in another  
19 case, and suspension or revocation of a professional license.  
20 Defendant understands that unanticipated collateral consequences  
21 will not serve as grounds to withdraw defendant's guilty plea.

22 8. Defendant understands that defendant will be required to  
23 pay full restitution to the victim of the offense, which the  
24 parties currently anticipate to be in the amount of \$2,897,893.  
25 Defendant agrees that, in return for the USAO's compliance with  
26 its obligations under this agreement, the amount of restitution  
27

1 is not restricted to the amounts alleged in the count to which  
2 defendant is pleading guilty and may include losses arising from  
3 charges not prosecuted pursuant to this agreement as well as all  
4 relevant conduct in connection with those charges. Defendant  
5 further agrees that defendant will not seek the discharge of any  
6 restitution obligation, in whole or in part, in any present or  
7 future bankruptcy proceeding.

8 FACTUAL BASIS

9 9. Defendant and the USAO agree and stipulate to the  
10 statement of facts attached to this agreement as Exhibit A. This  
11 statement of facts includes facts sufficient to support a plea of  
12 guilty to the charge described in this agreement and to establish  
13 the sentencing guideline factors set forth in paragraph 12 below.  
14 It is not meant to be a complete recitation of all facts relevant  
15 to the underlying criminal conduct or all facts known to  
16 defendant that relate to that conduct.

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 10. By pleading guilty, defendant gives up the following  
19 rights:

- 20 a) The right to persist in a plea of not guilty.  
21 b) The right to a speedy and public trial by jury.  
22 c) The right to the assistance of legal counsel at  
23 trial, including the right to have the Court appoint counsel for  
24 defendant for the purpose of representation at trial. (In this  
25 regard, defendant understands that, despite his plea of guilty,  
26 he retains the right to be represented by counsel - and, if

1 necessary, to have the court appoint counsel if defendant cannot  
2 afford counsel - at every other stage of the proceedings.)

3 d) The right to be presumed innocent and to have the  
4 burden of proof placed on the government to prove defendant  
5 guilty beyond a reasonable doubt.

6 e) The right to confront and cross-examine witnesses  
7 against defendant.

8 f) The right, if defendant wished, to testify on  
9 defendant's own behalf and present evidence in opposition to the  
10 charges, including the right to call witnesses and to subpoena  
11 those witnesses to testify.

12 g) The right not to be compelled to testify, and, if  
13 defendant chose not to testify or present evidence, to have that  
14 choice not be used against defendant.

15 By pleading guilty, defendant also gives up any and all  
16 rights to pursue any affirmative defenses, Fourth Amendment or  
17 Fifth Amendment claims, and other pretrial motions that have been  
18 filed or could be filed.

#### 19 SENTENCING FACTORS

20 11. Defendant understands that the Court is required to  
21 consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7),  
22 including the kinds of sentence and sentencing range established  
23 under the United States Sentencing Guidelines ("U.S.S.G." or  
24 "Sentencing Guidelines"), in determining defendant's sentence.  
25 Defendant understands that the Sentencing Guidelines are only  
26 advisory, and that after considering the Sentencing Guidelines,

1 the Court may be free to exercise its discretion to impose any  
2 reasonable sentence up to the maximum set by statute for the  
3 crimes of conviction.

4 12. Defendant and the USAO agree that the 2000 Sentencing  
5 Guidelines apply and stipulate to the following applicable  
6 sentencing guideline factors:

7 Base Offense Level : 6 [U.S.S.G. § 2F1.1(a)]

8 Specific Offense  
9 Characteristics

10 (loss more than  
\$2,500,000) : +13 [U.S.S.G. § 2F1.1(b) (1) (N)]

11 (more than minimal  
12 planning) : +2 [U.S.S.G. § 2F1.1(b) (2)]

13 Acceptance of  
14 Responsibility : -3 [U.S.S.G. §3E1.1 (b)]

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15 Total Offense Level : 18

16 The USAO will agree to a downward adjustment for acceptance  
17 of responsibility (and, if applicable, move for an additional  
18 level under § 3E1.1(b)) only if the conditions set forth in  
19 paragraph 15 are met. Subject to paragraph 16, defendant and the  
20 USAO agree not to seek, argue, or suggest in any way, either  
21 orally or in writing, that any other specific offense  
22 characteristics, adjustments or departures, relating to either  
23 the applicable Offense Level or the Criminal History Category, be  
24 imposed. If, however, after signing this agreement but prior to  
25 sentencing, defendant were to commit an act, or the USAO were to  
26 discover a previously undiscovered act committed by defendant

1 prior to signing this agreement, which act, in the judgment of  
2 the USAO, constituted obstruction of justice within the meaning  
3 of U.S.S.G. § 3C1.1, the USAO would be free to seek the  
4 enhancement set forth in that section.

5 Defendant, pursuant to the factors set forth in 18 U.S.C.  
6 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7), further  
7 reserves the right to argue for a sentence below the sentencing  
8 range established by the Sentencing Guidelines.

9 13. There is no agreement as to defendant's criminal  
10 history or criminal history category.

11 14. The stipulations in this agreement do not bind either  
12 the United States Probation Office or the Court. Both defendant  
13 and the USAO are free to: (a) supplement the facts by supplying  
14 relevant information to the United States Probation Office and  
15 the Court, (b) correct any and all factual misstatements relating  
16 to the calculation of the sentence, and (c) argue on appeal and  
17 collateral review that the Court's sentencing guidelines  
18 calculations are not error, although each party agrees to  
19 maintain its view that the calculations in paragraph 12 are  
20 consistent with the facts of this case.

21 DEFENDANT'S OBLIGATIONS

22 15. Defendant agrees that he will:

- 23 a) Plead guilty as set forth in this agreement.  
24 b) Not knowingly and willfully fail to abide by all  
25 sentencing stipulations contained in this agreement.  
26 c) Not knowingly and willfully fail to: (i) appear as  
27  
28

1 ordered for all court appearances, (ii) surrender as ordered for  
2 service of sentence, (iii) obey all conditions of any bond, and  
3 (iv) obey any other ongoing court order in this matter.

4 d) Not commit any crime; however, offenses which would  
5 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are  
6 not within the scope of this agreement.

7 e) Not knowingly and willfully fail to be truthful at  
8 all times with Pretrial Services, the U.S. Probation Office, and  
9 the Court.

10 f) Pay the applicable special assessment at or before  
11 the time of sentencing unless defendant lacks the ability to pay.

12 THE USAO'S OBLIGATIONS

13 16. If defendant complies fully with all defendant's  
14 obligations under this agreement, the USAO agrees:

15 a) To abide by all sentencing stipulations contained in  
16 this agreement.

17 b) Except for criminal tax violations (including  
18 conspiracy to commit such violations chargeable under 18 U.S.C.  
19 § 371), not to further prosecute defendant for violations of  
20 federal law arising out of defendant's conduct described in the  
21 stipulated factual basis set forth in Exhibit A. Defendant  
22 understands that the USAO is free to prosecute defendant for any  
23 other unlawful past conduct or any unlawful conduct that occurs  
24 after the date of this agreement. Defendant agrees that at the  
25 time of sentencing the Court may consider the uncharged conduct  
26 in determining the applicable Sentencing Guidelines range, where



1 the sentence should fall within that range, the propriety and  
2 extent of any departure from that range, and the determination of  
3 the sentence to be imposed after consideration of the sentencing  
4 guidelines and all other relevant factors.

5 c) Not to oppose a request by defendant for a two-level  
6 downward departure on the basis that the loss amount overstates  
7 the seriousness of the offense for the following reason: While  
8 the students for whom defendant and his coconspirators  
9 fraudulently obtained Department of Education grant funding were  
10 not students at CBI, the students were actually enrolled at  
11 another educational institution and receiving instruction at that  
12 institution.

13 d) At the time of sentencing, provided that defendant  
14 demonstrates an acceptance of responsibility for the offense up  
15 to and including the time of sentencing, to recommend a two-level  
16 reduction in the applicable sentencing guideline offense level,  
17 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,  
18 move for an additional one-level reduction if available under  
19 that section.

#### 20 BREACH OF AGREEMENT

21 17. If defendant, at any time between the execution of this  
22 agreement and defendant's sentencing on a non-custodial sentence  
23 or surrender for service on a custodial sentence, knowingly  
24 violates or fails to perform any of defendant's obligations under  
25 this agreement ("a breach"), the USAO may declare this agreement  
26 breached. If the USAO declares this agreement breached, and the  
27

1 Court finds such a breach to have occurred, defendant will not be  
2 able to withdraw defendant's guilty plea, and the USAO will be  
3 relieved of all of its obligations under this agreement.

4 18. Following a knowing and willful breach of this  
5 agreement by defendant, should the USAO elect to pursue any  
6 charge that was either dismissed or not filed as a result of this  
7 agreement, then:

8 a) Defendant agrees that any applicable statute of  
9 limitations is tolled between the date of defendant's signing of  
10 this agreement and the commencement of any such prosecution or  
11 action.

12 b) Defendant gives up all defenses based on the statute  
13 of limitations, any claim of preindictment delay, or any speedy  
14 trial claim with respect to any such prosecution, except to the  
15 extent that such defenses existed as of the date of defendant's  
16 signing of this agreement.

17 c) Defendant agrees that: i) any statements made by  
18 defendant, under oath, at the guilty plea hearing; ii) the  
19 stipulated factual basis statement in this agreement; and iii)  
20 any evidence derived from such statements, are admissible against  
21 defendant in any future prosecution of defendant, and defendant  
22 shall assert no claim under the United States Constitution, any  
23 statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of  
24 the Federal Rules of Criminal Procedure, or any other federal  
25 rule, that the statements or any evidence derived from any  
26 statements should be suppressed or are inadmissible.

1           LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

2           19. Defendant gives up the right to appeal any sentence  
3 imposed by the Court, including any order of restitution, and the  
4 manner in which the sentence is determined, provided that (a) the  
5 sentence is within the statutory maximum specified above and is  
6 constitutional, and (b) the Court imposes a sentence within or  
7 below the range corresponding to a total offense level of 16 and  
8 the applicable criminal history category as determined by the  
9 Court.

10          20. The USAO gives up its right to appeal the Court's  
11 sentence, provided that the Court imposes a sentence within or  
12 above the range corresponding to a total offense level of 16 and  
13 the applicable criminal history category as determined by the  
14 Court.

15                   COURT NOT A PARTY

16          21. The Court is not a party to this agreement and need not  
17 accept any of the USAO's sentencing recommendations or the  
18 parties' stipulations. Even if the Court ignores any sentencing  
19 recommendation, finds facts or reaches conclusions different from  
20 any stipulation, and/or imposes any sentence up to the maximum  
21 established by statute, defendant cannot, for that reason,  
22 withdraw defendant's guilty plea, and defendant will remain bound  
23 to fulfill all defendant's obligations under this agreement. No  
24 one - not the prosecutor, defendant's attorney, or the Court -  
25 can make a binding prediction or promise regarding the sentence  
26 defendant will receive, except that it will be within the

1 statutory maximum.

2 NO ADDITIONAL AGREEMENTS

3 22. Except as set forth herein, there are no promises,  
4 understandings or agreements between the USAO and defendant or  
5 defendant's counsel. Nor may any additional agreement,  
6 understanding or condition be entered into unless in a writing  
7 signed by all parties or on the record in court.

8 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING


9 23. The parties agree and stipulate that this Agreement  
10 will be considered part of the record of defendant's guilty plea  
11 hearing as if the entire Agreement had been read into the record  
12 of the proceeding.

13 This agreement is effective upon signature by defendant and  
14 an Assistant United States Attorney.

15 AGREED AND ACCEPTED

16 UNITED STATES ATTORNEY'S OFFICE  
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 GEORGE S. CARDONA  
19 United States Attorney

20   
21 BRUCE H. SEABY  
22 Assistant United States Attorney

8-17-07  
Date

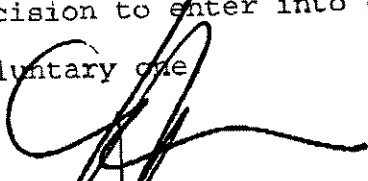
23 I have read this agreement and carefully discussed every  
24 part of it with my attorney. I understand the terms of this  
25 agreement, and I voluntarily agree to those terms. My attorney  
26 has advised me of my rights, of possible defenses, of the  
27 Sentencing Guideline provisions, and of the consequences of

1 entering into this agreement. No promises or inducements have  
2 been made to me other than those contained in this agreement. No  
3 one has threatened or forced me in any way to enter into this  
4 agreement. Finally, I am satisfied with the representation of my  
5 attorney in this matter.

6  
7 see attached  
8 GREG WONG  
9 Defendant

Date

10 I am Greg Wong's attorney. I have carefully discussed every  
11 part of this agreement with my client. Further, I have fully  
12 advised my client of his rights, of possible defenses, of the  
13 Sentencing Guidelines' provisions, and of the consequences of  
14 entering into this agreement. To my knowledge, my client's  
15 decision to enter into this agreement is an informed and  
16 voluntary one.

17   
18 WINSTON K. MCKESSON, ESQ.  
19 Counsel for Defendant  
20 Greg Wong

21  
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26  
27  
28  
Date  
8-15-07

AUG-14-07 05:38 PM Greg Wong

626 293 7626

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AUG-06-2007 10:22

US ATTORNEYS OFFICE

213 894 6436

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1 entering into this agreement. No promises or inducements have  
2 been made to me other than those contained in this agreement. No  
3 one has threatened or forced me in any way to enter into this  
4 agreement. Finally, I am satisfied with the representation of my  
5 attorney in this matter.

6

7 Greg Wong  
8 GREG WONG  
9 Defendant

AUGUST 14, 2007  
Date

10 I am Greg Wong's attorney. I have carefully discussed every  
11 part of this agreement with my client. Further, I have fully  
12 advised my client of his rights, of possible defenses, of the  
13 Sentencing Guidelines' provisions, and of the consequences of  
14 entering into this agreement. To my knowledge, my client's  
15 decision to enter into this agreement is an informed and  
16 voluntary one.

17

18 see attached  
19 WINSTON K. McKESSON, ESQ.  
20 Counsel for Defendant  
21 Greg Wong

Date

22

23

24

25

26

27

28

1 Exhibit A

2 STIPULATED STATEMENT OF FACTS

3 A. The Department of Education Student Grant Programs

4 1. The United States Department of Education ("DOE")  
5 administers federal student financial assistance programs. Among  
6 these programs are two federal grant programs known as Pell  
7 Grants and Supplemental Education Opportunity ("SEO") Grants  
8 (collectively, Pell Grants and SEO Grants are referred to  
9 hereafter as "Education Grants"). Education Grants, unlike  
10 student loans, do not have to be paid back by the student.

11 2. In order to be awarded Education Grant funds, a student  
12 must be enrolled in an eligible program at an eligible  
13 institution. DOE certifies institutions and programs as eligible  
14 if DOE determines that the institutions and programs meet certain  
15 criteria set forth in the Code of Federal Regulations.

16 3. DOE program regulations specify eligibility requirements  
17 and application procedures for students. In order to apply for  
18 Education Grant funds, a student must submit to DOE, either  
19 directly, or indirectly through an eligible institution, an  
20 application known as a Free Application for Federal Student Aid  
21 ("FAFSA"). The FAFSA requires the student to submit information  
22 used by DOE to determine the student's eligibility for federal  
23 financial assistance.

24 4. Institutions may hire a separate private entity known as  
25 a third party financial aid servicer ("third party servicer") to  
26 assist the institution with the federal financial aid process.

1 The services provided by third party servicers vary, but may  
2 include determining student financial aid eligibility, handling  
3 financial aid disbursements, and providing other services.

4 Institutions have the ability to request authorized Education  
5 Grant funds directly from DOE, or they may have the third party  
6 servicer request the funds from DOE on the institution's behalf.

7 B. Institutions And Related Entities

8 1. San Gabriel Polytechnic, doing business as ("d.b.a.")  
9 California Business Institute ("CBI"), was an institution located  
10 in El Monte, California. CBI was eligible to receive Education  
11 Grant funds from approximately May 7, 1987 until it lost its  
12 eligibility on approximately November 7, 2001.

13 2. United Computer College, Inc., d.b.a. United Education  
14 and Computer College ("UECC"), was an institution located in Los  
15 Angeles, California. UECC was eligible to receive Education  
16 Grant funds from approximately March 27, 1996 until it lost its  
17 eligibility on approximately August 17, 1998.

18 3. Global Consulting Services ("Global") was an entity  
19 associated with UECC. Global was formed to conceal the receipt  
20 by UECC of Education Grant funds from CBI.

21 4. Mesa Institute ("Mesa") was an institution located in  
22 Orange, California. Mesa never was eligible to receive Education  
23 Grant funds.

24 5. Max Affiliates was an entity associated with Mesa. Max  
25 Affiliates was formed to conceal the receipt by Mesa of Education  
26 Grant funds from CBI.



1           6. R. Gonzalez Management, Inc. ("RGM") was contracted by  
2 CBI as a third party servicer. Pursuant to the contract between  
3 CBI and RGM, CBI was responsible for verifying the accuracy of  
4 the information that CBI submitted to RGM and that RGM ultimately  
5 submitted to DOE.

6       C.   The Defendant And Coconspirators

7           1. Defendant Greg Wong ("defendant Wong") was the owner and  
8 Chief Executive Officer of CBI from approximately 1985 until  
9 approximately November 2001.

10          2. Coconspirator Julie Diaz was the Financial Aid Officer  
11 at CBI from about October 28, 1998 until sometime after September  
12 10, 2001.

13          3. Coconspirator D.K.W. was a financial aid consultant for  
14 CBI from approximately March 11, 1998 until approximately October  
15 2001, for UECC from approximately November 2, 1998 until on or  
16 after approximately July 24, 2001, and for Mesa from on or before  
17 approximately February 18, 2000 until approximately November 2001  
18 or later.

19          4. Coconspirator H.S.Y. was the owner of UECC from  
20 approximately 1990 until approximately 2002, and the operator of  
21 Global from approximately 1998 until July 31, 2001.

22          5. Coconspirator L.P.N. was the owner and director of Mesa  
23 from approximately 1996 until approximately 2004, and the owner  
24 of Max Affiliates from approximately 1998 until approximately  
25 2004. Coconspirator L.P.N. was the director of CBI from  
26  
27  
28

1 approximately October 28, 1998 until approximately July 2001 or  
2 later.

3 D. The Scheme

4 1. Beginning in about October 1998, and continuing until  
5 around September, 2001, defendant Wong and coconspirators Julie  
6 Diaz, D.K.W., H.S.Y., and L.P.N., and others agreed to and did  
7 carry out a scheme to enable UECC and Mesa students to obtain  
8 Education Grant Funds to be paid to UECC and Mesa, even though  
9 UECC and Mesa were not eligible to receive Education grant  
10 funding. The scheme in essence was to be carried out by falsely  
11 making it appear to DOE that UECC and Mesa students were  
12 attending CBI and, thus, were eligible to receive Education Grant  
13 funds. Defendant Wong and the other coconspirators knew that the  
14 students were not attending CBI and that the scheme was illegal.

15 2. Defendant Wong and the other coconspirators did the  
16 following, among other things, to carry out the scheme:

17 a. Defendant Wong and coconspirators Julie Diaz,  
18 D.K.W., and L.P.N. operated, and assisted in operating, CBI and  
19 made sure that CBI remained eligible to receive Education Grant  
20 funds from DOE.

21 b. On August 18, 1999 coconspirator Julie Diaz sent a  
22 letter to defendant Wong outlining a plan to cover up the receipt  
23 of education grant funds by CBI for UECC students.

24 c. Defendant Wong and coconspirators D.K.W., H.S.Y.,  
25 and L.P.N. created and maintained a written contract between CBI  
26 and UECC, under which CBI would pay UECC to provide classes to  
27

1 CBI students. In doing so, however, the conspirators knew that,  
2 in fact, UECC would not be providing classes to CBI students and  
3 that the contract would falsely make it appear that CBI would be  
4 making payments to UECC that were legitimate and consistent with  
5 DOE regulations. Defendant Wong and coconspirators L.P.N. and  
6 D.K.W. created a similar contract for the same reason between CBI  
7 and Mesa.

8 d. Defendant Wong and coconspirators Julie Diaz,  
9 L.P.N., D.K.W., and H.S.Y. recruited and enrolled students at  
10 Mesa and UECC and arranged for FAFSA applications for Education  
11 Grant funds to be submitted to DOE that would falsely state to  
12 DOE that students attending UECC and MESA were attending CBI. In  
13 filling out the applications, students sometimes were asked to  
14 leave blank the identity of the institution. Coconspirator Julie  
15 Diaz and others then would enter CBI's name or institution code  
16 onto the FAFSA applications. On other occasions, UECC and Mesa  
17 students were told to write in the identifying information for  
18 CBI. Coconspirator Julie Diaz and others would request through  
19 RGM that DOE disburse funds to CBI for students actually  
20 attending UECC and Mesa. A portion of those funds then would be  
21 paid by CBI to UECC and Mesa.

22 e. Defendant Wong and coconspirators D.K.W. and H.S.Y.  
23 used Global to conceal the payment of Education Grant funds from  
24 CBI to UECC by falsely making it appear that Global and UECC were  
25 providing services to CBI. Coconspirator Julie Diaz and others  
26 created

1 false invoices to make it appear that Global and UECC were  
2 providing services to CBI.

3 f. On January 31, 2000, defendant Wong sent a memo to  
4 coconspirator Julie Diaz requesting a report about, among other  
5 things, the amounts of Pell Grant funds paid to CBI and UECC in  
6 1999, and requesting various other information about payments  
7 made to, and received by CBI, from UECC and Global. That same  
8 day, coconspirator Julie Diaz filled out a response to defendant  
9 Wong's memo in which coconspirator Julie Diaz reported to  
10 defendant Wong, among other things, the amounts of Pell Grant  
11 funds paid to CBI and UECC in 1999, and provided other  
12 information about payments made to, and received by CBI, from  
13 UECC and Global.

14 g. On June 15, 2000, coconspirator L.P.N. sent a memo  
15 to defendant Wong and coconspirator D.K.W. concerning, among  
16 other things, how to allocate Education Grant funds to Global.

17 h. Defendant Wong and coconspirators D.K.W. and L.P.N.  
18 used Max Affiliates to conceal the payment of Education Grant  
19 funds from CBI to Mesa by falsely making it appear that Max  
20 Affiliates and Mesa were providing services to CBI.  
21 Coconspirator Julie Diaz and others created false invoices to  
22 make it appear that Max Affiliates and Mesa were providing  
23 services to CBI.

24 i. Coconspirators H.S.Y. and L.P.N. made payments to  
25 defendant Wong and CBI. The amount of the payments was based on  
26 the amount of Education Grant funds paid to CBI for UECC and Mesa  
27

1 students and was calculated using rates previously agreed upon by  
2 defendant Wong and coconspirators H.S.Y., L.P.N., and D.K.W.

3 j. On July 2, 2001, defendant Wong signed checks  
4 written on CBI's escrow account bearing the following check  
5 numbers, in the following amounts, and made payable to CBI for  
6 the benefit of the following students attending UECC and Mesa,  
7 all of which checks were deposited into a CBI operating account:

<u>Check No.</u>	<u>Amount</u>	<u>Student</u>	<u>Institution</u>
5289	\$2,375	W.S.H.	UECC
5291	\$1,875	S.C.H.	UECC
5293	\$1,958	M.D.J.	Mesa
5298	\$2,375	K.K.K.	UECC
5304	\$2,375	H.L.	UECC
5312	\$1,958	E.M.	Mesa
5313	\$1,958	A.M.M.	Mesa
5318	\$1,725	E.M.	Mesa
5344	\$1,725	J.R.Z.	Mesa
5350	\$1,958	R.M.G.	Mesa
5353	\$500	S.C.H.	UECC

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20 k. On July 3, 2001, defendant Wong signed checks  
21 written on a CBI operating account bearing the following check  
22 numbers, in the following amounts, and made payable to Max  
23 Affiliates:

<u>Check No.</u>	<u>Amount</u>
3809	\$8,600
3810	\$9,500

3811 \$9,900

<u>Check No.</u>	<u>Amount</u>
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3812	\$3,289
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1. On July 5, 2001, defendant Wong signed checks written on a CBI operating account bearing the following check numbers, in the following amounts, and made payable to Global:

<u>Check No.</u>	<u>Amount</u>
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3542	\$8,750
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3543	\$8,750
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3544	\$8,750
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3. As a result of the conspiracy, CBI received from the DOE at least \$2,158,844 in Education Grant funds on behalf students actually attending UECC and \$739,049 in Education Grant funds on behalf of students actually attending Mesa.

CERTIFICATE OF SERVICE

I, **KAREN GLANZ**, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy: **PLEA AGREEMENT FOR DEFENDANT GREG WONG** service was:

Winston McKesson, Esq.  
315 S Beverly Dr  
Beverly Hills, CA 90212

☐ Placed in a closed envelope, for collection and interoffice delivery addressed as follows:

☒ Placed in a sealed envelope for collection and mailing via United States Mail, addressed as follows:

☐ By hand delivery addressed as follows:

☐ By facsimile as follows:

☐ By messenger as follows:

☐ By federal express as follows:

This Certificate is executed on August 17, 2007, at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.

  
KAREN GLANZ